

Instrument Prepared By
and Return to:

(name and address of attorney
preparing document)

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION of Unity of Control ("Declaration") is made this ____ day of _____, ____ 202_, by _____ and _____, a _____ (the "Declarants").

RECITALS:

A. The Declarants are the owners of two separate properties in Palm Beach County, Florida, each such parcels more particularly described and singularly described by the legal descriptions as contained on Exhibit A and Exhibit B, attached hereto (collectively the "Properties" and singularly as the "Property"), which Properties are intended to be developed in accordance with following zoning approval: (Fill in Application No. and Resolution No.) with a site plan approved by Palm Beach County, Florida, a copy of which is attached hereto as Exhibit C (Exhibit C, as may be amended from time to time with the approval of Palm Beach County, is referred to herein as the "Site Plan").

B. The Declarants have agreed with Palm Beach County that, for the proper development of the Properties, the Declarant shall provide for mutual and reciprocal right-of-way for the purpose of ingress and egress, parking, drainage and utilities of whatsoever nature located within the Properties, the enjoyment of which cross easements shall be shared by the respective parties owning any portion of either Property and their respective heirs, successors, assigns and successors in title to all or part of either Property and to the tenants, lessees, agents, employees, guests and invitees of any owner of either Property or any portion thereof and guests and invitees of tenants and lessees legally occupying either Property.

C. Palm Beach County has a health, safety and welfare interest in safe and efficient traffic circulation on the road and driveway system and the establishment of common drainage and utilities through the establishment of this Unity of Control that covers the Properties.

D. Palm Beach County is a direct, third party beneficiary to this Declaration.

NOW, THEREFORE, in consideration of the grants and agreements herein made and in consideration of \$10.00 in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarants hereby subject the Properties to the following restrictions:

1. Recitals. The foregoing recitals are incorporated herein by reference as though set forth in detail in this place.
2. Unified Control. All structures, uses and parking areas on the Properties are and will be part of a single unified planned development, regardless of ownership. In furtherance of the foregoing, the Properties shall be developed in accordance with the Site Plan attached to this Declaration as Exhibit C and shall meet the land development requirements as if they are one lot.
3. Easements. The Declarants hereby dedicate, grant and establish for the benefit of the Properties, and the owners of any portion thereof (as well as their employees, agents, guests, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors and assigns) the following easements:
 - a. A non-exclusive easement for right-of-way of pedestrians and vehicular ingress and egress over, on and across the areas within the Properties constituting driveways and roadways, as shown on the Site Plan.
 - b. A non-exclusive easement for the parking of vehicles over, on and across areas within the Properties constituting parking areas, as shown on the Site Plan.
 - c. A non-exclusive easement for the installation, operation and maintenance of utilities necessary to serve all portions of the Properties, including, but not limited to, the right to install, maintain, use, repair and replace underground pipes, ducts, conduits and cables as necessary to transmit and distribute electricity, gas, water, sewer, cable television, drainage, telephone, lighting and other utilities and common public services under such present and future areas of the Properties constituting parking areas, driveways and roadways, as shown on the Site Plan, and through the other portions of the Properties as shown on the Site Plan which specifically provide for and contain such utility lines, provided the same does not materially interfere with the use and enjoyment of any portion of the Properties
 - d. A non-exclusive easement for surface water management and drainage necessary to serve all portions of the Properties over, under and across such areas within the Properties constituting parking areas, driveways and roadways, as shown on the Site Plan which specifically provide for and contain surface water management and drainage facilities and through the other portions of the Properties as shown on the Site Plan which specifically provide for and contain such surface water management and drainage facilities-, provided the same does not materially interfere with the use and enjoyment of any portion of the Properties.
 - e. The owners of the Properties shall provide for the perpetual operation and maintenance of all shared/common facilities, and improvements, which are not provided, operated or maintained at public expense.

4. Covenants Run with the Land. All of the covenants, easements and restrictions herein will be perpetual and will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Properties, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the Properties.
5. Modification and Termination. This Declaration may not be terminated or modified in any way except by means of an instrument executed by the owners of the Properties after the prior written consent of the Palm Beach County .
6. Owners' Restrictions. No owner of any portion of the Properties shall take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration from their full and complete use and enjoyment of the easements herein granted. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Properties which constitute parking areas, driveways and roadways on the Site Plan shall not be blocked, obstructed or impeded.
7. Miscellaneous.
 - a. Each covenant in this Declaration is an independent and separate covenant. If any term or provision of the Declaration or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of the Declaration and application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.
 - b. This Declaration shall be recorded in the Public Records of Palm Beach County Florida.
 - c. Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a waiver of such rights.
 - d. This Declaration and the rights created hereby, including, but not limited to, the cross easements shall be paramount and superior to all leases, conveyances, transfers, liens, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Property, from and after the date of recording of this Declaration. Any person acquiring possession to, title of, or interest in the Property or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.

- e. Third Party Beneficiary Palm Beach County has the right, but not the obligation to enforce the Declaration through legal, equitable or administrative proceedings.
- f. The venue for any legal action regarding this covenant shall be in Palm Beach County Florida.

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

DECLARANT:

Signed, sealed, executed and acknowledged on this [redacted] day of [redacted], 20[redacted].

Witnesseth:

Owner

[redacted]

[redacted]

Printed Name: [redacted]

BY: [redacted]

[redacted]

TITLE: [redacted]

Printed Name: [redacted]

STATE OF)
)SS.
 COUNTY OF)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20__, by ____ (name of person acknowledging)__, as _____ on behalf of the corporation, [] who is personally known to me; or [] who produced _____, as identification.

 Signature of Notary

 Printed Notary Name

My commission expires: _____

CONSENT AND SUBORDINATION OF LENDER

The undersigned, being the present holder of that certain Mortgage Deed and Security Agreement dated and recorded on _____ in the records of Palm Beach County, Florida in O.R. Book _____ and Page ____ (the "Mortgage") affecting the real property described in Exhibit "____" hereby consents and subordinates the Mortgage to the Declaration of Unity of Control to which this Consent is attached.

Dated: _____

Lender

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20__, by ____ (name of person acknowledging) _____, as _____ on behalf of the corporation,

[] who is personally known to me; or [] who produced _____, as identification.

Signature of Notary

Printed Notary Name

My commission expires: _____